

## **Rules and Regulations of the Seaview Boat Basin – 2019**

1. No vessel of any kind may enter, dock nor be stored in the Boat Basin without permission of the Operator.
2. No boat, kayak, paddle board, canoe, sailboard or similar type of recreational water craft or apparatus may be launched into the water from within the Boat Basin without written permission of the Operator. A launch site and storage racks for small recreational watercraft are available at the Seaview Bay Beach.
3. No boat or kayak, paddle board, canoe, sailboard or similar type of recreational water craft or apparatus may enter into any part of the Fire Island Ferries basin including the entrance inlet from the Bay.
4. Ferries have the right of way entering or exiting the Boat Basin.
5. Dogs must be kept on leashes at all times while on premises and are not permitted to be exercised.
6. The use of blowtorches, electric burning equipment for removing paint, and paint sprayers is strictly forbidden.
7. Engines will not be run in gear while boat is tied to slip.
8. Tenant shall not fasten boarding ladders, fenders, fender wheels, rubber tires, etc. to slips without approval of Operator.
9. No swimming, diving, fishing, crabbing, or clamming will be permitted within the Boat Basin.
10. Slip rentals are for recreational use only. The transporting of laborers, construction workers, hired help, contractors, or other commercial related passengers is strictly prohibited. The transportation of building or construction materials and / or any other commercial freight is likewise prohibited.
11. No boats within the Boat Basin shall be operated in excess of the established speed limit.
12. Tenants may not use their slips for any commercial purpose including renting out use of the boat.
13. Boats shall be in a seaworthy condition and not constitute a fire hazard, or they shall be removed from the Boat Basin at the expense of the Tenant.
14. All Tenants must furnish their own mooring lines of sufficient strength and size to assure the safety of their boats, and to avoid damage to adjoining boats. All boats must be tied up in slips in a manner acceptable to the Operator. If Operator shall find that any boat is improperly moored or secured, Operator may, at its discretion, provide mooring lines necessary at the Tenant's expense.
15. Operator shall at all times have access to the mooring space herein leased.
16. No advertising or soliciting of any kind is permitted on any boat within the Boat Basin except by Operator's written permission.
17. Any boat which may sink in the Boat Basin shall be removed by the Tenant. If Tenant shall fail to remove such boat on notice from Operator, the Operator may cause the boat to be removed at Tenant's expense.
18. Boat owners shall not store supplies, material, accessories or debris upon any walkway, and shall not construct any lockers, chest, cabinets or chests, steps, ramps or similar structures except with permission of the Operator. The Tenant shall keep the area around the boat free from debris and material of any nature, or Tenant shall be billed for necessary cleaning.
19. Bicycles may be kept on the dock near Tenant's boat during daylight hours. At night, bicycles should be locked at the bike rack inside the gate of the marina. Bicycles improperly stored are subject to removal.
20. One Wagon per boat may be stored overnight space permitting, as long as it does not obstruct the dock, however no wagons may be stored along the south side of the dock between E and F Walks.
21. Tenant is to use all reasonable precautions to prevent damage to mooring slips. Docks, cleats, electrical outlets, and any other Boat Basin property, and will be liable for any damage thereto. Operator warrants that the equipment shall be in good working order. Failure to give written notification to Operator of any and all malfunctioning equipment shall constitute Tenant's acceptance of such equipment. Tenant shall not cause or permit to be deposited any waste, dirt, or other matter in the slip or water, or adjoining areas, and will keep all thereof in a clean condition and will use all precautions to prevent fire or accidents and will create no nuisance on or about the premises. The Tenant shall be responsible for the cost or repair of any electrical outlet, or similar equipment damaged or destroyed during the term of this agreement. Operator shall fix said equipment upon notification and receipt of payment from the Tenant. The Tenant shall not make any said repair himself.
22. Operator shall not be responsible for any Tenant's material stored on boats or on its property including dock lines, hoses, boarding steps, ladders, etc.
23. The use of ladders, scaffolds, or electric extensions is at the sole risk of the user, and Operator shall be exempt from any and all liability or damage or injury to any person or property caused by or as a result of the use of any electrical appliances and equipment.
24. Tenant shall only use the slip assigned by the Operator. Use of any other slip is a violation of the rules and the boat will be subject to removal at Tenant's expense and risk; Seasonal Tenants will be liable for the full transient rate for occupying an unassigned slip and/or other penalties as set forth in these rules including cancellation of Tenant's remaining rental term per rule 43 below.

25. Operator reserves the right to re-assign slips, or to use or rent any vacant berth in the absence of the regular tenant, and seasonal rental rates are quoted with this privilege in mind. Tenant may not sub-lease the assigned slip except with the written permission and sole discretion of the operator.
26. No person, unless it shall be the boat owner, shall make any repair to the boat, motor or any part thereof unless the Operator has given permission in writing.
27. No refuse shall be thrown overboard. Garbage shall be deposited in cans supplied for the purpose, and other debris shall be placed where specified by the Operator. No discharge overboard is permitted. All boats with toilets must have tablets inserted into their holding tanks.
28. Disorder, depredations or indecorous conduct by a Tenant or his visitors that might injure a person, cause damage to property or harm the reputation of the Boat Basin shall be cause for immediate removal from the Boat Basin of the boat in question.
29. All boats with propane on board must comply with all applicable Federal, State, Suffolk County, and Town of Islip statutes, and all regulations governing the use of propane and propane installations.
30. Children are not allowed on the bulkhead, deck or floating docks without an accompanying parent, or a responsible adult, and wearing a life preserver.
31. No baby pools can be placed on the dock.
32. No towels nor laundry lines can be hung in public.
33. No satellite dishes can be set up on the dock.
34. No barbecuing using open flames is permitted on the deck of the Boat Basin.
35. Vessels with unusually loud engines will not be permitted to dock in the Boat Basin.
36. The use of shore power cord(s) is at the sole risk of the user, and Operator shall be exempt from any and all liability for any damage, or injury to any person or property caused by, or as the result of use of any electrical appliance. Shore power cord(s) shall not be plugged in to any other outlet, or Tenant becomes liable for that electric bill.
37. It is understood and agreed by the Tenant that the Operator its agents, and employees will not be responsible for any damage or loss of life or personal injury, malicious vandalism, freezing, acts of God, or latent defects in the hull or machinery, and does not carry any insurance to cover same.
38. Notwithstanding any other provisions of this agreement, Operator does not waive any claim for actual damages which it might suffer due to actions of Tenant.
39. Tenant shall indemnify and hold harmless the Seaview Association of Fire Island, N.Y., Inc. and its officers, directors, employees, contractors and agents from and against any and all claims, liabilities, demands and judgments for any injury to person or property arising out of Tenant's use of the Seaview Boat Basin. This indemnification and hold harmless clause shall survive the expiration or terminations of the Rental Permit with respect to acts or events occurring or alleged to have occurred during the term of this Rental Permit.
40. The Tenant agrees that if the Operator requires the assistance of any attorney to enforce a provision of this contract, the Tenant will be responsible for the Operator's reasonable attorney fees.
41. Operator reserves the right to close the Boat Basin in the event of a weather emergency. Tenant agrees to follow Operator's directions concerning removal and return of his/her vessel. There will be no refunds due to such a closure unless it was for one week or more.
42. Slip rental allows free use of the Association's private Bay Beach Park for a maximum of 6 persons per boat. Obtain a permit from the dock master in order to gain access. Permission may be revoked at the discretion of the Association or its agents for failure to abide by the rules and/or directions of the Bay Beach Park management.
43. Violation of these rules can result in the cancellation of Tenant's remaining rental term. In that case Operator will refund the prorated amount of the remaining term less 25% for liquidated damages.
44. The Operator may amend these rules at any time by e-mailing the amended rules to Tenant and posting a set at the Dock Masters house.
45. This contract constitutes the entire agreement between the parties and shall not be modified or amended except in writing and signed by both the parties.

